

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

GC2 INCORPORATED,

Plaintiff,

vs.

INTERNATIONAL GAME TECHNOLOGY PLC,  
et al.,

Defendants.

Docket No. 16 C 8794

Chicago, Illinois  
January 4, 2018  
10:15 o'clock a.m.

TRANSCRIPT OF PROCEEDINGS - MOTION  
BEFORE THE HONORABLE MATTHEW F. KENNELLY

APPEARANCES:

For the Plaintiff:

GREENSFELDER, HEMKER & GALE, P.C.  
BY: MS. KARA EVE FOSTER CENAR  
MR. RYAN J. YAGER  
200 West Madison Street, Suite 2700  
Chicago, IL 60606  
(312) 345-5018

For the Defendants:

NOVACK & MACEY, LLP  
BY: MR. ERIC NEAL MACEY  
MS. REBEKAH HAVA PARKER  
MR. BRANDON M. THOMPSON  
100 North Riverside Plaza, Suite 1500  
Chicago, IL 60606  
(312) 419-6900

Court Reporter:

MS. CAROLYN R. COX, CSR, RPR, CRR, FCRR  
Official Court Reporter  
219 S. Dearborn Street, Suite 2102  
Chicago, Illinois 60604  
(312) 435-5639

1 (The following proceedings were had in open court:)

2 THE CLERK: Case No. 16 C 8794, GC2 Incorporated v.  
3 International Games.

4 MR. MACEY: Good morning, your Honor. Eric Macey  
5 with Novack & Macey on behalf of the defendants and the movant  
6 in this case.

7 MS. CENAR: Good morning, your Honor. Kara Cenar on  
8 behalf of GC2.

9 THE COURT: I was confused by one thing on the  
10 responses. So it was one motion, and you filed two responses,  
11 one relating to the IGT defendant part of it and one relating  
12 to the DoubleDown part of it. I didn't see two motions. Did  
13 I miss something?

14 MS. CENAR: No, your Honor. We responded to the IGT  
15 motion, and then we filed a cross-motion.

16 THE COURT: No, I understand. I'm just talking -- I  
17 understand that there's something in here where you're  
18 asking -- because you filed two -- you broke down the response  
19 into two parts, basically, and you filed two separate things.

20 MS. CENAR: Right.

21 THE COURT: Okay. So then the thing that I was a  
22 little confused by was -- it's over on page -- on the  
23 DoubleDown response --

24 MS. CENAR: Yes.

25 THE COURT: -- over on page 3. You're referring to

1 the motion for protective order that the defendants filed.  
2 And you say that the portion of the motion for protective  
3 order concerning DDI's request for production of documents  
4 confirmed that no meet and confer was held, citing motion  
5 page 10, footnote 7.

6 So, number one, there is no footnote 7 in the motion.  
7 Actually, there is, but it's not on page 10. It's on page 12,  
8 and it doesn't say anything about -- I don't think it says  
9 anything about DDI, but it really wasn't clear to me. So  
10 that's what threw me off.

11 I mean, I basically -- I spent an inordinate amount  
12 of time this morning because I saw it when I was walking the  
13 dog at 5:00 o'clock that you guys had filed something, so I  
14 came in here and was kind of looking to try to figure out --  
15 first I had to figure out why there were two responses, and  
16 then I had to figure out where was this thing that confirms  
17 that there was no meet and confer.

18 So were you referring to footnote 7 that's actually  
19 on page 12? Defendants' counsel met and conferred with  
20 plaintiff's counsel about the combined request and offered the  
21 proposed compromise, et cetera, et cetera? I'm asking you.

22 MS. CENAR: Yes.

23 THE COURT: Okay. All right. Okay. Fine. Now I  
24 get that.

25 So the question -- the main question I have for you,

1 Mr. Macey, is you say in the motion -- let me just find where  
2 it is. You say in the motion, it's on about page 3 I want to  
3 say. It's the part where you say for the first time that  
4 there's four relevant entities. I should have dog eared the  
5 page, and I didn't.

6 MR. MACEY: But I recall where -- I mean, I know what  
7 that sentence said.

8 THE COURT: Yeah. Wait a second. I want to find it  
9 because it was -- there was a significant point in how it was  
10 said. It was -- well, whatever. You referred -- wherever it  
11 was you said it, you referred to section 3(d) of the motion  
12 which was going to explain -- at least I thought it was going  
13 to explain why these are the four entities. And I got to  
14 section 3(d), and it really doesn't. The four entities are  
15 IGT, Gibraltar, and there's three other ones. I forgot what  
16 they are.

17 So what am I supposed to look at to confirm the  
18 proposition that there's only four of the entities that are  
19 relevant?

20 MR. MACEY: We have produced every single licensed  
21 agreement between those entities and another IGT entity. So,  
22 in other words, if I can indulge, there is a parent  
23 non-operating company called IGT.

24 THE COURT: Right.

25 MR. MACEY: It's administrative. It doesn't generate

1 revenue.

2 THE COURT: Right.

3 MR. MACEY: Okay. It has a subsidiary called IGT NV.

4 THE COURT: NV, right.

5 MR. MACEY: In Nevada. It is an operating  
6 subsidiary.

7 THE COURT: Okay.

8 MR. MACEY: Land-based casino games. And it  
9 generates revenue digitally two other ways. One, it has a  
10 license agreement, which we have produced, with a company  
11 called DoubleDown Interactive.

12 THE COURT: Right.

13 MR. MACEY: Okay. It also has a license agreements,  
14 if you want to call them that, okay, with certain casinos in  
15 New Jersey. Okay?

16 THE COURT: Okay.

17 MR. MACEY: I believe we produced all of those. If  
18 we haven't, we will get them, but that's what it is. Okay?

19 That's all -- that's the only revenue that IGT NV  
20 generates from the casino business. That is it. There's  
21 three other non-U.S. entities: Canada, Gibraltar, and  
22 Alderney in the Channel Islands. Those entities have license  
23 agreements with other IGT entities. It's a Dutch entity,  
24 Dutch limited liability partnership. We have produced those  
25 license agreements, every single one. Those entities, in

1 turn, then have, okay, agreements with casino operators.  
2 Okay? We are gathering those and producing those. I don't  
3 know if we have produced some, but we are gathering them; they  
4 can have them all. All right? That's the business. That's  
5 the extent of the business. Okay? For reasons --

6 THE COURT: It sounds like so far, though, that  
7 you're just talking about land based.

8 MR. MACEY: No. This is digital.

9 THE COURT: Okay. This is the digital.

10 MR. MACEY: Yeah, in other words, for example,  
11 Alderney, when it enters into an agreement with a casino  
12 operator, it can use it for land base, or if that casino  
13 operator happens to have a digital business, I don't know that  
14 they do or they don't --

15 THE COURT: Okay. Here is my question to you. And I  
16 recognize that when you get a document request that lists, I  
17 think you said --

18 MR. MACEY: 191 entities.

19 THE COURT: -- 191 entities. Right.

20 MR. MACEY: Right.

21 THE COURT: So give me the answer for all 191  
22 entities that that looks, you know, let's just say, a tad  
23 daunting. But why isn't it just -- if what you're telling me  
24 just now is accurate, then it sounds like the answer for 187  
25 out of the 189 is none, there's nothing. Why can't you just

1 say that?

2 MR. MACEY: That's not completely -- the requests are  
3 broader than that. They want land-based data too. And so,  
4 for example, there might be an Argentine IGT entity. There is  
5 one in Macau. There's one in Peru. There's one in Ireland.  
6 There's all over.

7 THE COURT: Stop for a second. What's the need that  
8 you have for the land-based stuff?

9 MS. CENAR: The only requests that are related to the  
10 land based are for the entities that have -- that are involved  
11 in the digital, and it's for the disgorgement of profits and  
12 for a portion.

13 MR. MACEY: I don't understand why -- I'm sorry.

14 THE COURT: I'm just trying to process what you just  
15 said. The only request that's related to land base is for the  
16 entities that are involved in the digital. So which of the  
17 191 are those?

18 MS. CENAR: Well, they've identified four that he  
19 just described. We have concerns about that that we laid out  
20 in our motion.

21 THE COURT: Got it.

22 MS. CENAR: Whatever the ultimate entities are that  
23 are identified, those are the ones that we --

24 THE COURT: Got it. Now I understand what you're  
25 saying.

1           Okay. So back to you, Mr. Macey. So if what -- if I  
2 were to interpret this request to say that it only applies to  
3 the other 187 to the extent that they are getting revenue from  
4 digital use of the games that are at issue, would the answer  
5 for the 187 be there isn't any?

6           MR. MACEY: Not for land based.

7           THE COURT: I understand.

8           MR. MACEY: Okay.

9           THE COURT: But I'm --

10          MR. MACEY: I believe the answer is the 187.

11          THE COURT: If I limited it to digital, the answer to  
12 the 187 would be none.

13          MR. MACEY: Correct.

14          THE COURT: Why shouldn't I do that?

15          MR. MACEY: Because --

16          THE COURT: I'm asking her, "Why shouldn't I do  
17 that?" Because you're saying that she wants the land-based  
18 stuff too --

19          MR. MACEY: Yeah.

20          THE COURT: -- and I'm asking why do you really need  
21 the land-based stuff. The profits that you're entitled to  
22 would be the profits out of the improper use of the copyright,  
23 which the allegation is that's the online gaming, not the  
24 land-based gaming.

25          MS. CENAR: And the social, yes.



1 THE COURT: Social, you mean like through --

2 MS. CENAR: DoubleDown Casino.

3 THE COURT: Yeah, yeah, fine. Okay. So what would  
4 be the basis on which you'd be entitled to any financial  
5 information about land-based revenues, expenses, profits,  
6 this, that, and the next thing?

7 MS. CENAR: Because it goes to the apportionment  
8 issue in responding to their apportionment as to, you know --

9 THE COURT: Basically, you're concerned that they're  
10 putting all the costs into the -- they're going to put all the  
11 costs into the digital part and none of the costs into the  
12 land base to make it look like the digital stuff doesn't make  
13 any money?

14 MS. CENAR: Yes and no. But I'm talking more about  
15 them saying that the artwork and graphics is only a small  
16 portion of the revenue that is generated, and, therefore, once  
17 we do the disgorgement of profit analysis, the apportionment  
18 of that should be X.

19 THE COURT: What does the land-based stuff get you on  
20 that? I mean, that's just a question -- that's just a  
21 question of how much of the profit is really attributable to  
22 the use of the copyright.

23 MS. CENAR: Because if they're taking -- if there's  
24 inconsistent apportionment with respect to the value of the  
25 artwork and graphics when they use it in other --

1           THE COURT: You think their records are going to  
2     apportion what part of their profit comes from how pretty the  
3     game looks and what portion of it comes from where the game is  
4     placed in the casino, is it right on the aisle or is it in the  
5     middle of the row?

6           MS. CENAR: Your Honor --

7           THE COURT: It isn't, is it? You really think that?

8           MS. CENAR: Your Honor, apportionment is their  
9     defense, and they haven't laid out what their defense is other  
10    than a laundry list of things in an interrogatory answer.  
11    So --

12           THE COURT: So my takeaway on this, okay, and I'm not  
13    as deeply into this as you all are, of course, but my takeaway  
14    on this is that when you're asking for the land-based stuff, I  
15    understand why you're doing it, but it strikes me as a  
16    hypothetical concern that may not end upcoming to pass. In  
17    other words -- so if you get something -- if I limit it to the  
18    money that was made off the digital and the costs that are  
19    attributable to that, assuming that it's broken down that way,  
20    there is a little asterisk there which I'll come back to in a  
21    second, and you get some sort of an allocation that you and  
22    your expert look at, it kind of makes sense the way they have  
23    allocated it. Or more likely they don't allocate it at all,  
24    okay, and you're kind of doing it on your own. You're not  
25    going to need to see how they allocated other things for other

1 purposes. It's going to be pretty tangential.

2 It's only if you get some allocation, you know, when  
3 they come back to you and say, well, you know, the profit we  
4 made off of this is really, you know, one penny because  
5 there's all of these costs and expenses and so on. Then you  
6 might need to do that, but without that, no.

7 Now, I mean, the asterisk would be if their records  
8 don't really permit any kind of an allocation of revenues at  
9 all -- excuse me -- of expenses at all. But it just strikes  
10 me as hypothetical and something that we could worry about it  
11 later if it comes to pass and you come in with an expert  
12 signing an affidavit saying, I can't figure this out without  
13 this information, and here is why I can't figure it out  
14 without this information, which I don't have right now.

15 That's kind of -- what did I miss?

16 MS. CENAR: Well, it sounds to me that you're  
17 focusing on identification of the profits. So in my  
18 understanding --

19 THE COURT: Well, that's good. I'm reacting to what  
20 you said.

21 MS. CENAR: Right. My understanding of disgorgement  
22 of profits in a copyright case is our burden is to come  
23 forward with the revenues; their burden is to come forward  
24 with the costs. And then after --

25 THE COURT: Right. I said later that you can get

1 discovery of the costs now. But I have to say, when I said  
2 that, I didn't know that I was going to get a document request  
3 that asked for information from 191 entities.

4 MS. CENAR: We didn't ask for information from 191  
5 entities. What we asked for was an identification of which  
6 entities were involved in the infringing activity of the 191  
7 and then the information from those entities that were  
8 identified.

9 MR. MACEY: Wow.

10 MS. CENAR: So we did not. And we did that because  
11 at the last hearing, your Honor, you said serve a request  
12 asking for which entities were involved in the infringing  
13 activity of the IGT family.

14 THE COURT: And that's why I don't have a problem  
15 with request 1(b), for example.

16 MS. CENAR: Okay. What you have done in limiting in  
17 saying only the ones that generate revenue is what you have  
18 allowed them to do is only -- not identify all of the entities  
19 in the IGT family that are involved in the infringing  
20 activity; you're relying on a subset of only those that  
21 generate revenue. And there is a reason why it's important  
22 that you don't do that.

23 THE COURT: Um-hmm. And that is?

24 MS. CENAR: Because under the Deltek case, even if  
25 they don't generate a revenue, there is a value of use, actual

1 damage calculation, that we can do. So even if they don't  
2 generate revenue --

3 THE COURT: But it's all predicated -- it's all  
4 predicated on them actually using the thing, right? If they  
5 don't use the copyright, you can't get anything. If entity  
6 number 186 has never used the copyrighted material in any kind  
7 of an online game, then they're off the table.

8 MS. CENAR: Agreed. And I'm not interested in that.  
9 What I'm --

10 THE COURT: Pause for a second. So what's wrong --  
11 let me ask you this question. 1(b) says -- it's a document  
12 request that says, Documents showing if the particular entity  
13 has copied, displayed, distributed, or hosted on a server the  
14 graphics for at least one of the accused games.

15 Did you ask that in an interrogatory too?

16 MS. CENAR: Yes, we did. It was due on December 4th.  
17 They asked for two extensions until December 22nd. They let  
18 the December 22nd date pass without providing that response.  
19 When we came back from Christmas on the 26th, I met and  
20 conferred. They gave me a partial response but not the one  
21 identifying the entities. I had a meet and confer again on  
22 January 2nd asking when I'm going to get that. I was told  
23 soon.

24 THE COURT: Okay. So when is she going to get that?

25 MR. MACEY: First, I disagree that that interrogatory

1 was asked. Notwithstanding that, I know that I've been  
2 advised that today or tomorrow the verification will be signed  
3 to be able to provide the answers to all the interrogatories.

4 THE COURT: You don't think that that interrogatory  
5 or something close to it got asked?

6 MR. MACEY: Exactly. And I've represented here, and  
7 I'll represent again, but no one wants to take my word for it,  
8 that the data for Internet gaming, digital gaming, is only  
9 distributed from the four entities I said. No one else --  
10 there is no other use, and it only goes --

11 THE COURT: Everybody stop talking except me. Okay?

12 So here's the way I look at this. I don't -- you  
13 know, I guess I don't want to get into the muck of deciding or  
14 talking about why somebody does something as a document  
15 request or not, but it seems to me that step one is what  
16 entities copied, displayed, distributed, or hosted on a server  
17 the graphics for at least one of these three games. Okay?

18 And I don't care -- it ought to be an interrogatory  
19 rather than a document request because it's just easier to  
20 answer something yes or no than to go gather all the documents  
21 that show that. Okay?

22 And then once you have that, then you've got a  
23 universe. And the universe is probably going to be smaller  
24 than 191.

25 You're starting to shake your head. That counts as

1 talking.

2 MS. CENAR: I'm starting to shake all over.

3 Interrogatory --

4 THE COURT: That counts as talking, and I said don't  
5 do that. Okay? So just try to keep a poker face for the  
6 moment.

7 Unless I'm a complete idiot, let me preface it that  
8 way, unless I'm a complete idiot, and the jury is maybe still  
9 out on that, liability in a copyright case is premised on  
10 having something to do with use of copyrighted material. Here  
11 we're talking about online gaming; we're talking about  
12 graphics, and so we're talking about use of the graphics.

13 I understand that there are claims for contributory  
14 copyright infringement and inducing copyright infringement,  
15 but in terms of who the infringer -- who is actually  
16 accomplishing the infringement, it's the party that copied,  
17 displayed, distributed, or hosted it on a server. So it seems  
18 to me that the first step is to find out who those entities  
19 are.

20 MR. MACEY: Which --

21 THE COURT: It sounds like to me Mr. Macey is saying  
22 there's four. It's 1, 2, 3, 4. Okay?

23 MR. MACEY: Right.

24 THE COURT: So if the answer to that -- if that's the  
25 answer to that, or if it's five, or if it's seven, or if it's

1 two, or whatever, then on the rest of these document requests,  
2 with a fairly large exception that I'll come back to in a  
3 second, when I say "the rest of these," I'm talking about the  
4 one in the subparagraphs, it seems to me that everything else  
5 should be limited to the entities for which that answer is  
6 yes.

7           So, in other words, if there is an entity that has  
8 copied, displayed, distributed, or hosted on a server the  
9 graphics, then it seems to me that it's completely legitimate  
10 to find out what their revenue is, what they've sold, what  
11 their cost to goods sold is, what their margins are, full  
12 stop. Okay?

13           If they haven't, then at the moment, I'm not prepared  
14 to require that to be produced, because I think -- I mean, I  
15 don't think that it's, A, relevant, and, B, I don't think it's  
16 proportional even if it is relevant. The big exception is  
17 this reference that pops up in about a half a dozen of these  
18 requests. I think it's E, F -- this is under paragraph 1 -- E  
19 F, I, J, M, and N that changes the time period to 2003, and it  
20 also includes non-accused games.

21           The answer to that is no. All of these are to be  
22 limited to accused games. You are to strike out the language  
23 that says "non-accused games." You are to strike out -- the  
24 time period is going to be the same for all of them. It's  
25 2007 to now. I understand the theory on which the non-accused



1 game stuff is relevant, but I think it's tangential, and I  
2 don't think you're entitled to it.

3           So this is what I think ought to happen with request  
4 1 and the subparts. There ought to be -- and, honestly, I  
5 don't even care if it's been asked. There ought to be -- I'm  
6 just telling you. There ought to be some disclosure that  
7 basically turns 1(b) into an interrogatory, and the defendant  
8 says, here's a list of the IGT entities that are copied,  
9 displayed, distributed, or hosted on a server the graphics for  
10 at least one of these three games. And then everything else  
11 flows from that under 1. I am now moving on.

12           MS. CENAR: You Honor, may I --

13           THE COURT: By the way, this is called a ruling, so  
14 you will talk when I am finished.

15           I'm skipping over to No. 4. Number 4 asks for  
16 expected performance. Don't think you're entitled to that  
17 because you're going to get the records for the actual  
18 performance.

19           Number 5 asks for licensing agreements for other  
20 types of games. I understand the argument in favor of it. I  
21 think it's tangential. You are not entitled to that.

22           Number 6 relates to licensing arrangements for other  
23 copyrights, same answer, same reason. Not entitled to it.

24           Settlement agreements for other litigation involving  
25 copyrights other than copyrights, same answer, not entitled to

1 it.

2 Number 9, all documents, studies, reports, and  
3 articles for the last ten years that have anything to do with  
4 online gambling. You've got to be kidding me. No, you're not  
5 entitled to that.

6 Number 8, because of the way it's limited, plans or  
7 studies relating to marketing, operations, competition,  
8 et cetera, related to the accused games, I think you're  
9 entitled to at least the parts of any marketing documents that  
10 involve these games, so that one I'm enforcing and to that  
11 extent.

12 10, 11, and 12, I'm not sure there will be any  
13 documents, but I think those are relevant. But it's to be  
14 limited to the entities that actually have, as I said before,  
15 displayed, copied, distributed, or hosted on a server the  
16 alleged copyrighted material.

17 And on the rest of these, they talk -- there's this  
18 term that's used, which you capitalized, but I don't know the  
19 definition of it. It's U.S. support revenue. What does that  
20 mean? You used the term. What does it mean?

21 MS. CENAR: It's the U.S. entities' revenue.

22 THE COURT: What does that -- how does that get you  
23 anything different from the other stuff in paragraph 1 and all  
24 the subparagraphs?

25 MS. CENAR: Your Honor, technology has failed me. I

1 don't have that in front of me. I can't answer that right  
2 now.

3 THE COURT: A little piece of advice. Bring paper  
4 with you because that doesn't fail you.

5 Well, I'm not persuaded that 13 through 20 are things  
6 that you're entitled to, so I'm not enforcing those.

7 So is that all clear enough?

8 MR. MACEY: Yes.

9 THE COURT: So on the DoubleDown stuff, I guess I'm  
10 not sure that I'm understanding how this is -- how it differs  
11 from anything else. And I kind of need to bring this to a  
12 close. So my -- I know I skipped over a couple. So my  
13 suggestion is this, or my advice -- or not my "advice" or my  
14 suggestion. It's my direction is this. The two that I  
15 skipped over were -- I believe it was numbers 3 and 4. Hang  
16 on a second. Excuse me. Numbers 2 and 3.

17 MR. MACEY: Right.

18 THE COURT: I'm hoping that you get the drift of what  
19 I think is properly discoverable and what I think is not  
20 properly discoverable. You're to go back and talk about 2 and  
21 3 and the DoubleDown stuff based on what I said. Okay? And  
22 assume that if you come back, I'm going to say the same thing.  
23 So try to work that out that way.

24 There needs to be some sort of a deadline by which  
25 this stuff is all going to get produced. It needs to be

1 pretty soon because we've got -- you're going to send me --  
2 you're going to send me a status report --

3 MR. MACEY: A status report.

4 THE COURT: -- next Monday, so just put in there  
5 whatever you've worked out on that.

6 MR. MACEY: Thank you. And then I do have a motion  
7 for protective order on the 144 document requests that go to  
8 DoubleDown, Inc., and IGT separately. There's three document  
9 requests that are subject to motion for protective order.  
10 One, there was the combined request, which you just addressed,  
11 which were the 20 with the subparts.

12 THE COURT: Yeah.

13 MR. MACEY: And then there's two other requests,  
14 which total 144 separate document requests.

15 THE COURT: Wait a second. Which page am I looking  
16 at in your motion?

17 MR. MACEY: It goes to specifically page 12,  
18 section C.

19 THE COURT: The fourth request?

20 MR. MACEY: Yeah. There's two sections of them.  
21 They were attached to the motions.

22 THE COURT: Yeah. So here's the deal. I say this  
23 respectfully. When you say at the top of page 13 -- actually,  
24 you say at the bottom of page 12 that you think that these  
25 requests are overly broad, and then the first full sentence

1 that appears on page 14 says, and I quote, "Defendants do not  
2 have space to specifically address the fourth request in this  
3 motion."

4 MR. MACEY: Without going 15 pages.

5 THE COURT: File a different motion. I'm telling  
6 you, Mr. Macey, I'm not going to go through it --

7 MR. MACEY: I will file another motion.

8 THE COURT: If you're not going to tell me -- if  
9 you're not going to take the time and tell me what's wrong  
10 with them, I'm not going to go through it myself. So if you  
11 file a motion, do it. My advice to you is, again, I'm hoping  
12 you're getting the drift. I'm not sure that you are, but  
13 hopefully you are. I'll see you next week. Bye.

14 MR. MACEY: Thank you, Judge.

15 MS. CENAR: Your Honor, I have a quick question.

16 THE COURT: Yeah.

17 MS. CENAR: We have a status hearing before you at  
18 8:30 in the morning on the 10th.

19 THE COURT: Yes.

20 MS. CENAR: We have depositions in San Francisco on  
21 the 9th. We will be having to take a red eye home to try to  
22 make that 8:30.

23 THE COURT: I can do it by phone. I don't have a  
24 problem doing it by phone.

25 MS. CENAR: Okay.

1 THE COURT: We can change it to a phone call. So  
2 just somebody set up a call-in number and just get it to my  
3 office a day ahead.

4 MR. MACEY: We will take care of it.

5 MS. CENAR: Perfect.

6 MR. MACEY: Thank you.

7 THE COURT: All right.

8 MS. CENAR: Your Honor?

9 THE COURT: No, you're done. I'm sorry. Talk to you  
10 next week. You're going to see me in six days. I've got to  
11 talk to some other people.

12 MS. CENAR: It's a scheduling thing. The  
13 cross-motion was noticed up for the 10th.

14 THE COURT: Okay. I'll take care of it. Good-bye.

15 (Which were all the proceedings had in the above-entitled  
16 cause on the day and date aforesaid.)

17 I certify that the foregoing is a correct transcript from  
18 the record of proceedings in the above-entitled matter.

19 Carolyn R. Cox  
20 Official Court Reporter  
Northern District of Illinois

Date

21 /s/Carolyn R. Cox, CSR, RPR, CRR, FCRR  
22  
23  
24  
25